

# AGREEMENT

BETWEEN

BANGOR PUBLIC SCHOOLS

AND

VAN BUREN COUNTY EDUCATION ASSOCIATION/  
BANGOR EDUCATION ASSOCIATION, MEA-NEA

2009 - 2011

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ARTICLE I  
RECOGNITION AND DEFINITION

The Board recognizes the Association as the sole and exclusive representative for all elementary and secondary classroom teachers who are certificated and regularly employed by the Board: It specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment, nor used as a point of discrimination in the rights, benefits or obligations under this contract.

The Bangor Board of Education shall be referred to hereafter as the Board. The Van Buren County Education Association (Bangor Education Association, M.E.A. and N.E.A.) shall be hereafter referred to as the Association.

The term CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts of 1903 as amended. Certified teachers for the purpose of this agreement shall be defined to include non-certified, non-endorsed classroom teaching personnel as defined in section 1233b of the public acts of 1990.

The term TEACHER as used herein shall include all those teachers employed full time throughout the school year and in addition thereto special education teachers, guidance-counselors, librarians, teachers regularly employed on a part-time basis, pre-school, headstart, alternative education, probationary teachers as stated below, and specifically excluding from the bargaining unit all others and particularly the supervisory staff consisting of the Superintendent, Principals and Assistant principals, non-supervisory staff consisting of the substitute teachers and non-regularly employed part-time teachers.

When used in this Contract, the word DAYS will mean any day Sunday through Saturday (365 days a year). The words SCHOOL DAY mean a day that school is in session, Monday through Friday. A SCHOOL HOLIDAY (Spring Break, Christmas, etc.) does not count as a school day. When school is not in session over the summer, school days reverts to workdays (M-F) until the re-start of school in the fall.

JUST CAUSE CLAUSE:

- A. No teacher shall be disciplined without just cause. The non-renewal of a probationary teacher's contract shall not be considered as discipline.

ARTICLE I RECOGNITION AND DEFINITION (continued)

- B. An Association member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

Should the need for disciplinary action arise out of a meeting (discussion), the meeting shall be discontinued, and the teacher shall be advised of the right to representation under this provision of this Agreement.

ARTICLE II  
BOARD OF EDUCATION POLICIES AND RIGHTS

The Board reserves the right to promulgate new policies, or modify existing policies from time to time as the need arises, but not in conflict with the express provision of this Agreement.

The Board agrees to apply these policies equitably.

The Board on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the school activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and demotion; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- D. Adopt reasonable rules and regulations.
- E. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- F. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

ARTICLE II BOARD OF EDUCATION POLICIES AND RIGHTS (continued)

- G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

ARTICLE III  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Pursuant to the Michigan Public Employment Regulations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage or discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States.
  
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, providing that when special custodial service is required, the Board may make reasonable charge therefor. Scheduling of the building for meetings shall be subject to the Superintendent's approval as is any organization within the school district that desires to use said school buildings.
  
- C. School reproduction facilities, as provided in the teachers' lounge, may be used for reproduction of Association materials at reasonable hours and when it does not conflict with use for educational or other purposes which have been permitted by the Board. Other facilities shall not be used for reproduction of Association materials without prior specific approval of the Board or its authorized Agent. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Board may withdraw permission for this use for good reason, such as abuse or violation of the conditions of this paragraph.
  
- D. The Board shall provide a bulletin board to be placed in each teachers lounge for the dissemination of material and information by the teachers. Any vacancies in teaching positions and/or extra curricular school duties will be posted in the teachers' lounges for seven (7) days. Any qualified teacher in the school system may present a written application for such vacancies to the Superintendent or other administrators as indicated on the posting.
  
- E. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability unrelated to the ability to perform the duties of the position, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.



ARTICLE III ASSOCIATION RIGHTS AND PRIVILEGES (continued)

- F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
  
- G. The Board shall provide each teacher with a mailbox for the purpose of holding, sorting and dissemination of mail and school related communications. The Association agrees to hold the Board harmless for any actions arising from the unauthorized use of teacher mailboxes.

ARTICLE IV  
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. PAYROLL DEDUCTIONS - When duly authorized by the individual the Board agrees to deduct from the teacher's salaries the following:

1. Professional Dues
2. Credit Union
3. Community Chest
4. Tax Sheltered Annuities
  - a. Deductions for Tax Sheltered Annuities shall be limited to the following companies: Lincoln National, MEFSA, General American, IDS, Jackson National Life, State Farm, Janus Fund and Twentieth Century.
  - b. Up to 2 additional companies may be added upon mutual agreement of the Board and Association.

All funds collected as a result of such deductions shall be promptly remitted to the appropriate financial officer designated by the Association. Any other deductions will be duly authorized by the individual if agreed by the Association and the Board. Deductions of less than five dollars (\$5.00) per month per item will not be allowed except for insurance.

The Association shall reimburse the District the administration cost for deduction of political contributions.

The employee requesting payroll deductions shall hold the Board harmless and release the Board from liability in making such deductions unless the District has been proven negligent.

B. AGENCY SHOP CLAUSE - Each employee covered by this negotiated Agreement between the Board of Education and the Education Association shall, as a condition of employment,

1. on or before thirty-one (31) days from the date of commencement of professional duties or July 1, 1990, whichever is later, join the VBCEA/Bangor Education Association, MEA-NEA, or
2. pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. Such sum shall be deducted as dues from the regular salaries of all member teachers and remitted not less frequently than monthly to the Association.

ARTICLE IV PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

(continued)

The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

After a service fee payer has utilized the Association's administrative procedures, the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the bargaining unit member, he or she shall be reported to the Board and a deduction of service fee shall be made from his or her salary.
2. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the Board at the end of the fourteen (14) day period:

The Association certifies that \_\_\_\_\_ [name] \_\_\_\_\_ has failed to tender the periodic service fee required as a condition of employment under the Agreement and demands that, under the terms of this Agreement, the Board deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

3. The Board, upon receipt of said notice and request for deduction, shall act pursuant to the paragraphs above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.

ARTICLE IV PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

(continued)

- C. Bargaining unit members may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association's policy will be provided by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures."

The Association agrees, upon request, to defend the Board, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the collective agreement, and to indemnify the Board, its officers, agents or employees for any costs or damages which may be assessed against all or any of them regarding this Article of the collective agreement, provided, however, that:

1. The Association has the right to choose the legal counsel to defend any such suit or action after consultation with the Board.
2. If the Board, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
3. The Association, in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, employees or agents under this section after consultation with the Board.
5. If provisions relating to hold harmless clause are found invalid, the district shall have not duty to make involuntary deductions.

ARTICLE V  
WORKING HOURS AND CONDITIONS

A. All Pre-school through 5th grade teachers shall have as follows each day:

1. A 40 minute duty-free, uninterrupted lunch/recess period.
2. A 50 minute duty-free, continuous planning period daily; and
3. As an I.E.P.C. is an integral part of academic planning, necessary participation of same shall not be considered an interruption of the planning period. In cases in which more than one (1) I.E.P.C. is scheduled during a Teacher planning time in any given week, thirty (30) additional minutes of planning time for each planning period missed will be scheduled by the principal and teachers involved.
4. SuccessMaker Lab: 20 minutes per day. The classroom teacher will be the teacher of record and in general be in the lab, while students are in the lab. The paraprofessional in charge of the lab will be responsible for running the lab and answering students' questions. Teachers would be able to bring work with them, leave to use the restroom, or make phone calls to parents.

The time before students arrive and after students leave for the school day shall not be included in the relief time stated above.

All 6-12 grade teachers shall have each day:

1. A 25 minute duty-free, uninterrupted lunch period.
2. A duty-free, uninterrupted preparation period equivalent to a regular class period for his/her grade level.
3. As an I.E.P.C. is an integral part of academic planning, necessary participation of same shall not be considered an interruption of the planning period.
4. Teachers at the alternative high school who elect to teach a sixth period may do so without setting precedent.

B. SCHOOL DAY

1. The parties agree that a good education climate can be closer to attainment if the teachers are available for student contact both before and after the official school day.
2. All teachers agree to be in their rooms (contiguous teaching stations, except for copying duties) not less than fifteen (15) minutes before school and to remain there at least ten (10) minutes after school.

ARTICLE V WORKING HOURS AND CONDITIONS (continued)

3. Teachers shall attend regular staff meetings scheduled by the building principal, who will give a minimum of one week's notice except in case of emergency. Each building will have one (1) meeting per month either in the morning or after school not to exceed ten (10) required meetings per school year and should not be scheduled for more than one (1) hour. Teacher attendance is mandatory unless absence is excused by the principal or the teacher is absent to work at a Schedule B paid position (working at District events is not considered another paid position). In any school year, failure to attend a required staff meeting will result in a written warning. Each subsequent infraction will result in a pay deduction equal to one (1) hour based on the individual's current rate of pay. Professional staff meetings held on non-instructional days shall not be counted in the number of required meetings.
  
4. Teachers will normally be in their classrooms at least five (5) minutes before any scheduled class period.
  
5. Unless otherwise stated herein the following times are for students:

	Full Days			Half Days	
	START	END	LUNCH	START	END
High/Middle School	7:55	2:35	25 min.	7:55	11:40
South Walnut	8:10	3:05	40 min.	8:10	12:05
Primary	7:55	2:50	40 min.	7:55	11:50
Alternative Education same as High/Middle School.					

C. SCHOOL YEAR CALENDAR

1. Teachers will not be required to report or remain in school on the first three (3) days schools are closed for students due to "snow days" or other "Act of God" conditions, but shall report to school on subsequent "Act of God" days if notified to report by the Superintendent. If a building closes early due to "Acts of God" other than weather conditions, teachers may be required to remain in school if the administration deems conditions to be safe and conducive to continue professional activities.

ARTICLE V WORKING HOURS AND CONDITIONS (continued)

2. Teachers will be paid for the days the district is closed for “Act of God” days, but will not be paid for the days worked due to “Act of God” day make-up days.
  3. To the extent required by law, “Act of God” days will be made up in the following order:
    - a. The Friday following the winter Parent/Teacher conference may be used as an “Act of God” day make-up if both the Association and Board agree. If this date is used for an “Act of God” day make-up, the Association and the Board must agree to do so thirty (30) days in advance.
    - b. In addition to the above make-up days, the days will be made up during Monday-Friday starting the day after the last regular scheduled day for students.
- D. The District recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendations concerning educational program and media. The Association recognizes the right of the District to make all final decisions in the adoption of such programs and media.
- E. The Board of Education and the Association believe that good communication between parent and teacher is important in the educational process. With this in mind, the Board and the Association believe that the reporting contacts between parent and teacher should be varied and frequent. All forms and methods of communication such as parent-teacher meetings, attendance at evening activities, mail, telephone, and school visitation by parents are expected.
- F. TARDINESS - Tardiness shall be the failure to arrive by the time stated in the contract. A teacher shall be given an individual written warning for the first tardiness. Any tardiness thereafter, that teacher shall be docked one (1) hour pay for each hour of tardiness. Teachers tardy less than one (1) hour will be docked for one (1) full hour. Teachers will be docked one (1) hour for any portion of an hour exceeding the first hour of multiples thereof.
- G. IEPC MEETINGS - Teachers having prepared appropriate lesson plans, activities, and/or alternative coverage shall be granted release time for necessary IEPC meetings as authorized.

ARTICLE V WORKING HOURS AND CONDITIONS (continued)

- H. If bargaining unit members are asked by the administration to work extra days beyond the Master Agreement, the compensation for these days shall be either compensatory time or their regular daily pay, as mutually agreed upon by the volunteer and the administration. If compensatory time is chosen, the bargaining unit member may be allowed to redeem the time with anything up to and including two (2) consecutive work days, and may not use it to extend a regularly scheduled vacation. Bargaining unit members may volunteer extra days of work beyond the master agreement.
- I. DRESS CODE – Teachers are expected to dress in a professionally appropriate manner that is consistent with building conditions. Exceptions to daily classroom attire are:
1. Athletic shorts are not to be worn by teachers when they are in class with students. Physical education teachers may wear athletic shorts. When the outside weather is, or is expected to be, 80 degrees or warmer then dress Bermuda shorts may be worn by teachers.
  2. Blue jeans, wind pants, and t-shirts may be worn on Fridays, and field trips where blue jeans are appropriate.
  3. Tennis shoes and dress sandals are both considered appropriate foot wear.
  4. Sleeveless tops must be 3 inches wide on the shoulders.

Violations will be called to the attention of the teacher with their building representative present. Recurrent violations of reasonable professional attire expectations will be subject to adverse evaluation and/or disciplinary action.

Exceptions approved in advance are important to allow all employees fair opportunity to participate in casual attire.



ARTICLE VI  
TEACHING CONDITIONS

The parties recognize that optimum facilities for both student and teacher are desirable to insure the high quality of education that is the goal of the Board of Education and the Association. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet optimum standards. The Board of Education recognizes the need for control of class size but that no definite number can be affixed so as to prove or disapprove whether a good teaching situation exists.

The Board will always work toward the reduction of class size as building space and funds permit. In classroom situations that involve lab work or computer stations, the Board recognizes the importance of having sufficient student work stations available for use. Instructional delivery techniques in some classrooms may permit more students than student stations.

- B. No teacher shall be required to teach more than the equivalent of one section at a time in any subject except physical education.

- C. CLERICAL HELP - Teachers will be relieved by the use of non-teaching personnel in performing non-teaching and administrative duties such as the following:

1. The Board shall provide a clerk to do duplication of materials, provided that such materials are given to the clerk forty-eight (48) hours prior to the time said materials are to be used, until an alternative duplication process has been successfully implemented.
2. Summarizing and balancing attendance data, scoring I.Q. and achievement tests, and money collections.
3. Clerical help will update and complete CA-60 files. Teachers will provide grades and attendance for the update.

ARTICLE VI TEACHING CONDITIONS (continued)

The Board agrees to provide either one teachers' aide or adequate clerical person for each Kindergarten classroom during the first two (2) weeks of school and will see to it that these persons are available the day school starts.

- D. The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar material are the tools of the teaching profession. The parties will confer from time to time through Curriculum Committee for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- E. The principal will designate a person to deal with emergencies in his/her building in the event of his/her absence due to official business.
- F. Each building will have one door designated for after hour teacher's use. It will have a separate key setting and any teacher may request a key for the school year.

In the event of a lost key, the Association will pay the Board of Education the sum of \$15.00 (fifteen dollars) to reset the lock and replace outstanding keys.

Teachers will use the buildings only during the hours and days agreed upon at the start of each school year because of the alarm system. Each building principal will schedule alarm free time on the weekends.

- G. Teachers who are responsible for a false security alarm shall be subject to progressive discipline, including up to a \$25 fine per incident.

ARTICLE VII  
TEACHING ASSIGNMENTS

The Building Administrator will notify, in writing, teachers of their tentative fall assignments for the following school year no later than the last day of the current school year. The master schedule will be considered as a written notification. Assignment changes may be made after notification due to unanticipated needs of the district. When a tentative assignment change must be made, the Building Administrator will notify the affected teacher.

ARTICLE VIII  
VACANCIES AND TRANSFERS

A vacancy shall be defined as a newly created position or an existing position that is unfilled due to the resignation, retirement, death, or transfer of a bargaining unit member. A position shall not be considered vacant if it is held by a teacher on leave of absence who has the right to return to the job, or it may be filled through recall of a certified and qualified teacher from layoff. A transfer shall be defined as moving from one building to another.

A. Voluntary Transfers

1. A member may request a transfer to any vacancy within the system for which they are certified and qualified.

2. Transfer Requests

By May 1<sup>st</sup> of each year, members may request transfers from one school to another or transfer to a different teaching subject or assignment for the ensuing school year. All requests for transfer must be in writing on forms provided by the Administration.

3. Implementing Transfers

When determining the following year's assignments, the Board will consider the current list of transfer requests.

4. Transfer Request File

Transfer requests shall be kept on file for a period of one (1) year.

5. The Board has the right to deny any transfer request.

B. Involuntary Transfers

Since the frequent transfer of teachers from one position to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that un-requested transfers of teachers are to be minimized and avoided whenever possible.

C. Posting Vacancies

Before posting a vacancy the Board will consult the Transfer Request File. All vacancies will be posted. Teaching positions and extra-curricular positions will be posted separately. The vacancy will remain posted for a period of seven (7) days and will not be permanently filled until the expiration thereof. The posting's seven (7) day window will begin when it has been forwarded either electronically or in writing to the President of the Association or his/her designee. Posting sent to the President after 11:00 am will be effective the next calendar day. Posting sent during the summer

ARTICLE VIII VACANCIES AND TRANSFERS (Continued)

will also include a phone contact/message with the President. Posting of vacancies may be reduced to as little as forty-eight (48) hours if a teacher resigns within forty-five (45) days of the opening of school.

D. Filling Vacancies

When filling vacancies the Board will utilize the requests in the Transfer Request File along with anything received as the result of the posting of that position. The Board will award the position to the most senior applicant who possesses the requisite certification and qualifications of the position as long as this does not cause the layoff of or prevent recall of another teacher, or if a replacement for the teacher cannot be found. In filling vacancies the following factors will be used:

1. Highly Qualified and Certified based on State and Federal requirements
2. Seniority
3. Prior Experience - evaluations
4. Other factors as identified in the posting

The board will determine the best certified and qualified teacher for the position.

E. Reductions in Staff

If it should be necessary to transfer a teacher from one school to another to facilitate staff reduction the following will be used:

1. The staff needs of each school will be determined;
2. Any teacher with a voluntary request on file to transfer to a building with openings will be transferred first assuming he/she is certified and qualified.
3. All teachers in a building where a reduction of staff is necessary will be notified of opening(s) and given an opportunity to request a transfer.

F. Since placing a teacher in a supervisory position would exclude him/her from the terms of the contract, the Board reserves the right to use its own judgment of qualifications and also to hire new employees for any supervisory opening or vacancy.

G. The administration may extend a posted deadline and/or repost the position entirely

ARTICLE IX  
SICK LEAVE

Teachers shall be allowed sick leave at the rate of ten (10) days per year, accumulative to one hundred thirty (130) days.

- A. A teacher may not borrow accumulated sick leave from another teacher.
- B. Sick leave shall only be used in the event of a teacher's inability to report to his/her duties owing to illness, disability, injury or as provided in Section D below. Except in cases of emergencies teachers unable to so report to said duties shall notify the designated substitute caller no less than one and one half (1-1/2) hours prior to the start of their regular work day. Teachers absent for more than three (3) consecutive work days or exhibit a pattern of absenteeism may be required to submit a physician's certificate.
- C. Any teacher who is absent in excess of allowable sick leave or personal leave shall be subject to a deduction of the annual salary and be charged the cost of fringe benefits\* (Article XVI).

The deduction shall be equal to 1/x of the teacher's regular teaching annual salary and the fringe benefit cost to the teacher shall be 1/x of the annual fringe benefit cost for the teacher for each day absent.

\* Except as provided in the Federal Family Leave Act.

("x" means the number of days in the school year in which the absence occurred).

- D. Working days to be deducted from accumulated sick leave may be claimed for illness in the immediate family. Immediate family is defined as:

- |                         |  |
|-------------------------|--|
| 1. Mother               | 10. Daughter/Son-in-law                                |
| 2. Father               | 11. Maternal Grandparents                              |
| 3. Husband              | 12. Paternal Grandparents                              |
| 4. Wife                 | 13. Other relatives living in the immediate household. |
| 5. Brother              | 14. Step-children                                      |
| 6. Sister               | 15. Step-parents                                       |
| 7. Son                  | 16. Grandchildren                                      |
| 8. Daughter             | 17. Brother/Sister-in-law                              |
| 9. Mother/Father-in-law |  |

ARTICLE IX - SICK LEAVE (continued)

The teacher's sick day use for immediate family shall be limited to a total of 30 days per school year, except in cases when the doctor provides a statement indicating the family member needs continuous care to be provided by that teacher.

- E. By the first payroll in October, the Board will furnish each teacher with a statement of their accumulated sick leave credit.
- F. Teachers will be paid \$15.00 per unused sick day upon leaving the district after five (5) consecutive years of service. These days are limited to the current limit of 130 days.
- G. Teachers who are eligible to retire and do retire under the Michigan School Employees Retirement System upon resignation will receive the following amounts for each unused sick leave day:

Notice of resignation given before May 1

- 25% of the current substitute daily rates of pay for days through 130 days
- 50% of the current substitute daily rates of pay for days beyond 130 days

The unused sick days beyond 130 days will be known as "Incentive Unused Sick Days". These days will be recorded and can never be lost and will only be used for payment upon retirement.

Teachers may only accumulate up to 130 sick days which can be used for sick days.

ARTICLE X  
PERSONAL LEAVE

A. FOR TEACHERS

Teachers desiring personal leave will submit their application to the Superintendent or his/her designee. Teachers shall be given two (2) personal days without a reason. All applications must be made at least five (5) days prior to the absence (except in emergency). The Superintendent or his/her designee shall not be obligated to grant more than one (1) application during any one (1) day from any building, nor days immediately preceding or following school holidays (any week day, M-F, during which teachers are not scheduled to report for their assignment). Personal days shall not be deducted from sick leave. Permission will not be granted for personal leave for Association business. Teachers agree to exercise professional ethics in taking their personal days. Unused personal days will be transferred to the Teacher's accumulated sick days at the end of each school year.

- i. Up to three (3) working days may be claimed for death in the immediate family (see definition in Article IX, paragraph D). This paragraph does not refer to funeral leave which may be granted as personal leave under paragraph one, this section.
- ii. Employees with children enrolled in this district may use up to two (2) of their allowed sick days for personal business pertaining to their children who attend Bangor Public Schools (school programs, field trips, college visitations).
- iii. Teachers who have accumulated 100 or more sick days may use up to two (2) days of their annual sick leave allowance for personal business each year that the 100 day accumulation remains.

B. FOR ASSOCIATION BUSINESS

At the beginning of each school year, the Association shall be credited five (5) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. All applications must be made at least five (5) days prior to the absence (except in emergency). The Superintendent or his/her designee shall not be obligated to grant more than one (1) application during any one (1) day from any building, nor days immediately preceding or following school holidays. Association days shall not be deducted from sick leave.



ARTICLE XI  
UNPAID LEAVES OF ABSENCE

- A. DEFINITION OF LEAVE - A leave of absence means that the teacher may return on the proper step of the salary schedule as if the interruption of service had not occurred. All accumulated fringe benefits will be restored. Leaves of absence without pay may be granted to teachers for the following purposes:
1. Educational improvement through further training
  2. Educational improvement through travel
  3. Maternity
  4. Child care
  5. Illness or injury requiring at least a full school year's leave of absence
  6. Family Medical Leave Act.
- B. APPLICATION PROCEDURE - The application under A-1 or A-2 must be in writing, accompanied by sufficient establishment of the nature of the educational improvement and its value to the school system. This must be filed with the Board no later than April 15th, and have endorsed thereon the approval of both Principal and Superintendent. A teacher shall file a written application for leave of absence under A-5, together with a doctor's statement indicating the reasons thereof. A teacher shall submit an application for leave under A-4 no later than two (2) months prior to the anticipated starting date of the leave. Teachers shall provide the district with a physician's statement of any expected disability or forthcoming disability by no later than four months prior to the anticipated date of disability.
- C. ELIGIBILITY - To be eligible to apply for a leave of absence under A-1 or A-2, a teacher shall have been employed by the Board for a period of not less than seven (7) full school years and shall not have taken such a leave within five (5) years next preceding the application.

A teacher considering a leave under A-3 may elect to do so, or may elect to take paid sick leave for the period of disability or a combination of paid and unpaid leave.

To be eligible for A-4 and A-5, the teacher must have acquired tenure status.

ARTICLE XI UNPAID LEAVES OF ABSENCE (continued)

- D. RIGHTS UPON RETURN FROM UNPAID LEAVE OF ABSENCE - Teachers returning from an unpaid leave of one (1) year or less shall be entitled to reinstatement to a position for which they are certified and qualified.
  
- E. RIGHTS OF THE BOARD - The Board may restrict the total number of teachers on leave under A-1 or A-2 at any one time, not to exceed one (1) teacher per building and not to exceed a total of four (4) teachers at any one time from its entire staff.

The Board has the right to deny the leave of absence if no replacement can be found to fill the vacancy that would be created by the absence of the applicant.

Teachers may request days off without compensation, and if granted, will be "docked" for these days. The Superintendent may grant these days "without pay", however, the Superintendent or his designee shall be under no obligation to grant the days at any time. Unpaid days shall not be used to extend a vacation.

- F. LENGTH OF LEAVE - Leaves granted under A-1 or A-2 or A-4 or A-5 may be for a period not to exceed one (1) year at the will of the Board. Leaves under A-3 shall be for the period of disability up to two (2) years as determined by a physician.
  
- G. TEACHER RESPONSIBILITIES - The teacher granted a leave of absence pursuant to A-1 or A-2 shall as a condition of said grant be under the duty at the end of said leave time to return and teach in this school system for a least three (3) years thereafter.
  
- H. FMLA LEAVE – After 10 consecutive school days of absence the Superintendent or his/her designee will notify a staff member when the district intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. (Written notice follows 10 days after oral.) If the Superintendent does not have sufficient information about the reason for an employee's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent or his/her designee will promptly notify the staff member that the paid leave will count towards the staff member's twelve (12) week FMLA-leave entitlement.

ARTICLE XI UNPAID LEAVES OF ABSENCE (continued)

Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- (a) Birth, adoption or foster care placement of an employee's child;
- (b) Serious health condition of an employee's spouse, child or parent;
- (c) The employee's own serious health condition;
- (d) Or other reasons as identified by FMLA.

The beginning date of the Family Medical Leave shall be the first day of the employee's absence which resulted in continuous absence thereafter.

The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the teacher voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand.

The employee returning from a leave under this Act shall be returned to a position for which he/she is certified and qualified.

Upon request, the teacher shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the teacher examined by a physician of the District's selection at District expense.

ARTICLE XII  
EVALUATIONS

A. TEACHERS

1. The Association recognizes the right and responsibility of the Administrative staff to evaluate the performance of teachers. The Association also recognizes the right and responsibility of the administrative staff of the school to visit classrooms for purposes of evaluating and promoting the education program.
2. The School agrees that all observation and evaluation shall be done openly and with full knowledge of the teacher. The Principal shall give prior notification of the first formal evaluation of each year to each probationary teacher.
3. Each teacher shall be given a copy of the criterion of evaluation, on or before the first day of school year. Non-probationary teachers may be evaluated annually or bi-annually. Tenured teachers must be evaluated at least every other year.
4. Evaluations by building principals or other local administrative or supervisory officials, placed in a teacher's file shall be reviewed with, and signed by, the teacher prior to their becoming a part of the permanent record, and thereafter may be reviewed upon request. Teachers may attach a dated written response to the evaluation.
5. One (1) additional copy of a complete, to date, evaluation record will be supplied to the teacher upon request of a dated, signed request by the teacher. Further additional copies will be provided upon payment of copy costs.

B. If discharge of a tenured teacher is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:

1. Repeated observations of the inadequacies by more than one administrator through the observation process described elsewhere in this Agreement.
2. Clear direction that the teacher must improve and the consequences of failure to do so.
3. Adequate opportunity for the teacher to make improvements.
4. Intensive assistance from administrators and school district resources to help the teacher improve.

ARTICLE XII – EVALUATIONS (continued)

Further, teachers who are given unusual responsibilities or difficult situations in which to teach, such as assignment outside a teacher's area of preparation, large numbers of students with learning or behavior problems, large classes, and poorly equipped teaching environments will not be expected to meet the same performance standards as other teachers.

ARTICLE XIII  
PROFESSIONAL GROWTH AND CURRICULUM

- A. CONFERENCES AND VISITING DAYS - The Administration should equitably encourage teachers to participate in conferences and visiting days. A teacher may, at the discretion of the Superintendent, have two (2) days a year with pay for professional visits or for attendance at special conferences for teachers.
- B. IN-SERVICE TRAINING - Teachers will be required to participate in Inservice Training programs, initiated by the Administration and paid by the Board of Education.
- C. CURRICULUM - Under the supervision of the Superintendent or his designee, the professional staff of the school system will seek improvements in the educational program of the schools through the appointment of a Curriculum Council. This Curriculum Council shall be comprised of at least the Curriculum Coordinator, one teacher from each educational level and a Guidance Counselor Representative.

Principals and teachers in all departments and grade levels shall assist as requested in the development and revision of the curriculum, performance objectives, and other changes that may be needed to meet the needs of the students and adult population in this community in accordance with the guidelines of the State Board of Education.

- D. FLEX TIME -
  - 1. Teachers who are taking classes outside of work can count this toward their flexible professional development days if the class is related to their teacher assignment and qualifies for tuition reimbursement as outlined in the Bylaws Governing Teachers' Salary Schedule, Item B,3.
  - 2. Flexible development days must follow the guidelines as determined by the Michigan Department of Education.
  - 3. Teachers will be responsible for the cost of any conference and associated costs. Principals are not obligated to pay for these costs but may if part of the conference is during the week and extends into the weekend. This needs to have prior approval from the principal.
  - 4. Professional development will be broken down into hours of professional development.
  - 5. Teachers must provide documented proof that they attended the professional development.
  - 6. The flexible professional development days are scheduled from July 1 to June 30 for any school year.

ARTICLE XIII - PROFESSIONAL GROWTH AND CURRICULUM (Continued)

7. Each teacher shall complete six (6) hours of flexible professional development beginning with the 2010-2011 school year.
8. If a teacher does not meet their professional development expectations, they will have deducted from their pay the amount of time they did not complete.
9. The focus for flexible professional development activities should be consistent with the following:
  - a. The activity serves to increase student achievement
  - b. The school district in some way supports the activity
  - c. The activity aligns with the teacher's building school improvement plan
  - d. The activity is planned and intensive.
10. Each activity must take place outside of the teacher's contractual hours.
11. Each activity must be pre-approved by the teacher's building principal.
12. Each activity must be a minimum of one (1) hour.
13. Travel time may not be counted toward the required hours.
14. Any activity relating to the teacher's assignment for which the State of Michigan Board of Education grants Continuing Education Units qualifies as a flexible professional development activity.
15. Examples of qualifying activities (list is not all-inclusive)
  - a. Conferences and Workshops
  - b. Curriculum Development Meetings (employee must not be receiving Schedule B payments for attending)
  - c. Technology Training
  - d. School Improvement work
  - e. Activities offered through the Distance Learning Lab
  - f. After School workshops or training  
(1) Includes but is not limited to activities at an ISD
16. Examples of non-allowable Activities (list is not all-inclusive)
  - a. Any activity that a teacher receives a stipend for attending
  - b. Any activity not related to his/her teaching assignment
  - c. Any activity required by State certification laws
  - d. Staff Meetings
  - e. Parent-Teacher Conferences
  - f. Coaching Clinics
  - g. Planning Time
  - h. Workshops attended on Act of God days that teacher is being paid

ARTICLE XIV  
MENTOR TEACHER PROGRAM

- A. The goal in the mentor teacher program is to provide support and coaching for the probationary teacher.
- B. The mentor teacher will keep a written log of meetings with the probationary teacher. This log will include the dates, times and a brief summary of topics discussed in the meetings.
- C. The mentee's evaluation will not be influenced by the mentor or the information provided by the mentor.
- D. The mentor is allowed, upon request, to provide the Board with information concerning alleged "unprofessional conduct" on the part of the mentee.
- E. Mentor teachers and probationary teachers may be provided with release time to work together. This time shall be requested by the mentor teacher and subject to the approval of the building administrator.
- F. The building administrator will identify the mentor teachers, provide appropriate training and/or in-services, and supervise the activities of the mentor teacher and the probationary teacher.
- G. The mentor teacher assignment will be subject to review on a semester basis. Either the mentor or the building administrator may terminate the relationship at that time, and another mentor will be appointed.
- H. The mentor teacher will be provided a stipend for each mentee which is stated in Schedule B.



ARTICLE XV  
LAYOFF PROCEDURE

- A. If the Board desires to reduce the number of teachers, the following procedures shall be used:
1. Voluntary layoffs will be accepted by the Board provided there remain teachers who are State certified and qualified to fill the available positions.
  2. If further reductions are made, teachers shall be laid off according to seniority (least senior first), provided there remain teachers who are State certified and qualified in the available positions.
  3. In those cases when teachers have obtained tenure under the Michigan Tenure Law, non-tenured teachers shall be laid off before tenured teachers, provided there remain teachers who are State certified and qualified to fill the available positions.
- B. Seniority shall be defined as the length of service in the District as an employee in the VBCEA/Bangor Education Association bargaining unit. Teachers who leave the bargaining unit but remain employees in the District will have their seniority frozen. Employees who return to the bargaining unit will begin to accrue seniority building on the amount of seniority they had previously accrued which had been frozen.

The beginning date of employment will be the date the teacher began working in the bargaining unit as a teacher. The date a new teacher begins working in an "extra duty" position has no bearing on the beginning date of seniority.

This seniority language shall be effective the beginning of the 2000-2001 school year with the seniority dates changed retroactively where applicable.

- C. Qualified shall be defined as follows:
1. Elementary Classroom (K-6) - Teachers assigned to elementary classroom positions shall be deemed qualified if they are certified as elementary classroom teachers.
  2. Grades 7 and 8 - Teachers assigned to grades 7 and 8 shall be assigned within their major or minor of study, to be determined by an accredited college or university transcript showing at least a minor of not less than fifteen (15) semester hours or its equivalent in term credits. Teachers will be considered qualified if they have one semester or more teaching experience in a given subject area in which they are assigned with the Bangor Public Schools within the past five (5) years. Teachers will be considered qualified for one (1) year in the subject area in which they are assigned if they have less than fifteen (15) semester hours, but have nine (9) semester hours or more in the subject area. Such teachers must show proof of enrolling for the necessary semester hour(s) to make them qualified and must successfully complete the hours within one (1) year.

ARTICLE XV LAYOFF PROCEDURE (continued)

3. Senior High - Teachers assigned to the senior high must have a major or minor in the position they are assigned to teach.
  4. Alternative Education - In order to insure a balanced staff, the following core qualifications shall be maintained within the Alternative Education staff: counseling, bi-lingual, special education and assertive discipline.
- D. SENIORITY – The Board shall maintain a current master seniority list and present the same to the Association by October 1<sup>st</sup> of each school year, and again anytime a change is made. The Association has until October 15<sup>th</sup> to review the list and to notify the Board of any errors. If no errors are reported, the Board may assume the list is accurate.
- E. Teachers will be placed on the seniority list based on their employment date. In the circumstance of more than one (1) teacher beginning employment on the same date, placement will be based on a random drawing of lots. All teachers so affected will participate in a drawing within 30 days to determine position on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
- F. Teachers on layoff shall be recalled in inverse order to layoff provided he/she is qualified and State certified for the vacancy. Teachers will remain on the recall list for the length of time the teacher had been employed in the District as a teacher. No new teachers shall be employed by the Board while there are teachers who were in the bargaining unit who are laid off and are still on the recall list, unless there are no laid off teachers with proper certifications and State certification to fill any vacancy which may arise.
- G. The Board shall give written notice of recall from layoff by sending a return receipt requested or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. Teachers shall forfeit their right to the position if they fail to notify the Board of their intent to accept or reject the terms of the recall notice within fourteen (14) days of the date the recall notice was mailed.

ARTICLE XV - LAYOFF PROCEDURE (continued)

H. Provided the "at work" requirement is fulfilled, the Board will make the health insurance plan available to any laid off teacher, however, the teacher must pay the premiums while laid off.

I. In the event of a reduction of personnel, the following procedure will be used for notification purposes:

The Superintendent, or designee, will strive to give as much advance notice as possible, but no later than 45 days before the end of the school semester (fall or spring). Notice will be followed by Board action at the next regularly scheduled meeting to make it official. If no Board action, the notice did not happen and the teacher will be employed for the next semester. Notice shall be communicated either in writing or electronically, directly to those teachers who are affected by the reduction. The Superintendent will consult with the Association President about bumping scenarios before notifications are made to verify proper notification. After such consultation, the Board will be held harmless for unexpected bumping situations and timelines for notification for those positions that were examined as part of the layoff. The Board shall be held to timelines for any additional layoffs.

J. It is understood that when a part-time teaching position is made into a full-time position, or if a full-time position becomes vacant, the teacher(s) who is working part-time will be offered the full-time position provided the teacher(s) is certified and qualified. This procedure will be followed even if there are more senior teachers on lay-off. This procedure is in keeping with the practice of keeping the most senior teachers actively employed who are in an active employment status during lay-off and recall. In other words, the teacher(s) who is working has preference over a teacher who is on lay-off. The exception to this will be when one of the teachers is a probationary teacher and the other is a tenure teacher. In such cases, the tenured teacher, under the Tenure Law, has rights to the new position over the non-tenured teacher.

ARTICLE XVI  
STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended, by teachers are contrary to public policy and the best interest of students, as well as contrary to law. The Board and the Association subscribe to the principle of resolution of differences in an orderly and appropriate manner as befits the high standards of professionalism. Accordingly, the Association agrees that it will not strike or sanction a strike by any member or group of members against the Board during the term of this Agreement; nor will the Association sanction any strike against the Board.

ARTICLE XVII  
FRINGE BENEFITS

The Board shall provide MESSA health insurance for teachers who apply for health insurance. In cases where both the husband and wife are teachers in Bangor, only one is eligible for health insurance. The Board and Association agree the rules and regulations of the underwriter will be followed and that the Association and the Board recognize that the parties are not obliged to provide insurance coverage for a teacher if the underwriter prohibits such coverage of a teacher. The Board shall make premium contributions excluding coverage for abortion or abortion-related service or any other coverage which is prohibited by law or shall result in a penalty to the District. (See attached Letter of Understanding.)

- A. Each employee shall pay ten percent (10%) of the MESSA Choices II premium and the Board shall pay ninety percent (90%) of each monthly premium.

*The employer shall provide a Premium Contribution Plan which permits a member's contributions towards premiums to be paid with pretax dollars.*

*The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.*

- B. Teachers not electing to take any health insurance may participate in the PAK B Plan and will receive a cash option in lieu of benefits. The cash amount shall be two hundred seventy-five dollars (\$275.00) per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers may use this money through a Salary Reduction Agreement by the bargaining unit member towards MPSERS Tax Deferred Plan (TDP), MEA-FS Tax Deferred Annuities (TDA), or other non-taxable options provided by any Board approved annuity company. All selections may be payroll deducted.
- C. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.
- D. Part-time employees shall receive benefits on a pro-rata basis.

ARTICLE XVII - FRINGE BENEFITS (continued)

E. MESSA PAK Summary

Plan A:

1. Health: Choices II,
  - \$10/20 Rx, Preventative Care and Immunization Riders
  - \$0 In-network deductible
  - \$250/\$500 Out of Network deductible
  - \$5/\$10/\$25 Office Visit/Urgent Care/Emergency Room
2. Long Term Disability: 60%
  - \$3,000 Maximum
  - 90 Days – Modified Fill
  - COLA – Yes
  - Pre-existing Condition Waiver
  - Family Social Security Offset
  - No Survivor Income
  - Freeze on Offsets
  - No Educational Supplement
  - Alcohol/Drug Same as Illness
  - Mental Nervous Same as Illness
  - 5% Minimum Payout
  - 2 Year Own Occupation
3. Negotiated Life: \$10,000 with AD&D
4. Vision: VSP – 2 Silver
5. Dental: 80/80/80: \$1,000 Annual Maximum
  - 80: \$1,300 Class IV Lifetime Maximum
  - Two Cleanings Per Year
  - Sealants

Plan B: (For employees not electing health insurance)

- Long Term Disability: Same as above
- Negotiated Life: Same as above
- Vision: Same as above
- Dental: Same as above

ARTICLE XVIII  
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. Non- weekend holidays, "Act of God" or any days on which school is cancelled that are beyond the District's control, and other recess days do not count in time limits. Should the grievance teacher leave the employ of the Board, all further proceedings on said grievance shall be barred.

ARTICLE XVIII GRIEVANCE PROCEDURE (continued)

The time limits specified may, however, be extended by mutual agreement expressed in written form. In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be expedited by mutual agreement of the parties.

1. Level One

A teacher with a grievance will first discuss it within ten (10) school days of the occurrence with the objective of resolving the matter informally. This may be done alone or with or through the Association School Representatives. The names of these representatives will be furnished by the Association to the Principal. The Principal shall attempt to resolve the grievance within ten (10) school days of the discussion. If no satisfactory solution is reached within this time, then the grievant either directly or with the A.S.R. will reduce the grievance to writing which shall be signed by the grievant and the A.S.R. and filed with the Principal not later than ten (10) school days following the Principal's verbal decision. If the grievance involves more than one (1) school building, it may be filed with the Superintendent.

Within ten (10) school days of receipt of the grievance, the Principal shall meet with the grievant in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish the A.S.R. a copy.

2. Level Two

The Association must approve all grievances that are processed to Level II (Superintendent) and beyond. If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the days specified, the grievance may be filed with the Superintendent, within five (5) school days from the written decision of the principal or from the time allotted therefore if no decision is rendered.

Within seven (7) school days the Superintendent or his designee shall meet with the teacher either directly or through the A.S.R. on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

3. Level Three

If the grievant directly or through the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within the specified time, the grievance may be filed with the Board of Education by filing a written copy with the Secretary or other designee of the Board within five (5) school days from the written decision of the Superintendent or from the time allotted therefore if no decision is rendered. The Board or its designated committee no later than its next regular meeting or two (2) weeks, shall meet with the Association on the grievance.



ARTICLE XVIII GRIEVANCE PROCEDURE (continued)

Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days after the meeting. A copy of such disposition shall be furnished to the Association.

4. Level Four

If the grievant directly or through the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the specified time limits, the grievance may be submitted to the Michigan Employment Relations Commission according to law and within ten (10) school days following time limits specified at Level Three. Both parties may mutually agree to skip Level Four.

5. Level Five

If the grievant directly or through the Association is not satisfied with the findings, conclusions and recommendations of the Michigan Employment Relations Commission, they may within twenty (20) school days submit the grievance to the American Arbitration Association.

The parties will be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.

Powers of the Arbitrator. It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. There shall be no appeal from Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Bangor Education Association, its members, the employee or employees involved, and the Board.
- c. The fees and expenses of the arbitrator incurred shall be paid by the loser. In case of split decision each party pays their share of the total cost as declared by the Arbitrator.

D. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Any matter for which there is recourse under state or federal statutes.
2. Any matter in which the Tenure Act prescribes a procedure or authorizes a remedy (i.e., discharge and/or demotion, etc.).

ARTICLE XIX  
CLEARANCE CLAUSE

- A. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with request to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX  
NEGOTIATION PROCEDURES

- A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
  
- B. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

ARTICLE XXI

SALARY

2009-2010 School Year (0% Increase)			
STEP	B.A. DEGREE	M.A. DEGREE	ED.SPEC.
1	32,395	34,940	35,662
2	33,978	36,768	37,631
3	35,564	38,596	39,599
4	37,149	40,422	41,569
5	38,734	42,251	43,535
6	40,319	44,078	45,503
7	41,903	45,908	47,472
8	43,488	47,735	49,438
9	45,073	49,562	51,408
10	46,659	51,390	53,375
11	48,242	53,218	55,345
12	49,825	55,046	57,312
13	51,410	56,873	59,281
14	52,995	58,701	61,249
15	53,803	59,509	62,057
16	55,419	61,125	63,673

ARTICLE XXI SALARY (continued)

2010-2011 School Year (0% Increase and No Step* Advancement)			
STEP	B.A. DEGREE	M.A. DEGREE	ED.SPEC.
1	32,395	34,940	35,662
2	33,978	36,768	37,631
3	35,564	38,596	39,599
4	37,149	40,422	41,569
5	38,734	42,251	43,535
6	40,319	44,078	45,503
7	41,903	45,908	47,472
8	43,488	47,735	49,438
9	45,073	49,562	51,408
10	46,659	51,390	53,375
11	48,242	53,218	55,345
12	49,825	55,046	57,312
13	51,410	56,873	59,281
14	52,995	58,701	61,249
15	53,803	59,509	62,057
16	55,419	61,125	63,673

*\*The "No Step" provision is a one year agreement (2010-2011), and sets no precedent. Unless negotiated differently, teaching staff who did not advance a step for the 2010-2011 year will automatically move up a step for the 2011-2012 contract year. There is, however, no provision to make up the lost step.*

*As this "No Step" agreement is a result of Student Foundation Grant cuts from the State of Michigan, it is agreed this provision is null and void if the Foundation Grant is restored to the previous level of \$7,435.00, or more, and remains for the entire 2010-2011 contracted year. If this restoration occurs, those teachers who were due a step increase for 2010-2011 will have that sum paid to them in a lump sum payment with the last paycheck, as chosen by the teacher, for the 2010-2011 school year.*

ARTICLE XXI - SALARY (cont.)

SCHEDULE "B"

- A. Percentages will be applied to the years of experience in the same sport or activity on the appropriate BA step of the salary schedule.
- B. Teachers do not receive tenure in any extra duty position. Extra duty appointments are made annually by the Board of Education.
- C. Except for those activities reimbursed on an hourly basis, teachers being reimbursed according to this schedule shall be paid in either a "lump sum", utilizing a separate check, subsequent to completing the activity or, if the activity is year-long, payment shall be made in 2 equal installments once at the end of each semester.
- D. Extra Duty Pay Reduction Due to Absence - Teachers are expected to complete their extra duty assignments. Teachers who are absent from their extra duty assignments and do not complete or fulfill their duties will have their extra duty pay reduced. The amount of reduction will be proportional to the amount of duties the Teacher did not complete or fulfill. Each situation will be considered on a case by case basis.

ACTIVITY	PERCENTAGE
Varsity Football	11%
Assistant Football	8%
JV Football	8%
8th Football	6%
7th Football	6%
Cross Country (Boys/Girls)	11%
Middle School Cross Country (Boys/Girls)	6%
Varsity Basketball (Girls)	11%
Varsity Basketball (Boys)	11%
JV Basketball (Girls)	8%
JV Basketball (Boys)	8%
Frosh Basketball (Boys/Girls)	7%
8th Basketball	6%
7th Basketball	6%
Varsity Volleyball	11%
JV Volleyball	8%

ARTICLE XXI - SALARY - SCHEDULE "B" (continued)

Frosh Volleyball	7%
8th Volleyball	6%
7th Volleyball	6%
Varsity Wrestling	11%
Assistant Wrestling	8%
JV Wrestling	8%
JH Wrestling	6%
Varsity Softball	11%
JV Softball	8%
Varsity Baseball	11%
JV Baseball	8%
Varsity Track (Boys)	11%
Assistant Track (Boy)	8%
Varsity Track (Girls)	11%
Assistant Track (Girls)	8%
JH Track (Boys)	6%
JH Track (Girls)	6%
Varsity Golf	11%
JV Golf	8%
Varsity Cheerleading	5%
JV Cheerleading	4% *
JH Cheerleading	3% *
Sports Club Sponsor	1.5%
* % per season	
SCHEDULE "B" assignments are to be done outside of school	

ARTICLE XXI - SALARY - (continued)

SCHEDULE "C"  
(Starting 2010-2011)

ACTIVITY	PERCENTAGE	
High School Band	9%	
Vocal Music Director	7%	
Theatre Director	10%	
Music Theatre Assistant/Pianist	3%	
Viking News Live Director	8%	
H.S. Student Council Advisor	4.5%	
M.S. Student Council Advisor	3%	
Viking Press Advisor	8%	
	ADVISOR*	ASSISTANT
Spanish Club	\$600	\$314
Academic Competition	\$600	\$314
National Honor Society	\$600	\$314
Varsity Club	\$600	\$314
Bangor Creates Director	\$300	
Bangor Creates Building Rep	\$150	
Senior Class	\$600	\$314
Junior Class	\$600/\$100 Prom	\$314
Sophomore Class	\$600	\$314
Freshman Class	\$600	\$314
Eighth Grade Class	\$600	\$314
Seventh Grade Class	\$600	\$314
Sixth Grade Class	\$600	\$314
<i>*Class Sponsors with no assistants will receive a \$50 bonus.</i>		
Teacher Curriculum Coordinator	\$600	\$314
Teacher Subject Area Coordinator	\$600	\$314
Building Curriculum & Instructiona Leader	\$600	\$314
Business Club Sponsor	\$600	
Mentor Teacher	\$617/\$309	
Noon-hour Supervision (60) minute periods	10% (pro-rated for shorter periods)	
ACTIVITIES (paid by hourly rates)		
Driver Education	\$24.33/hr.	



ARTICLE XXI - SALARY - (continued)

Except for those activities reimbursed on an hourly basis, teachers being reimbursed according to these schedules shall be paid in either a "lump sum" subsequent to completing the activity or, if the activity is year-long, payment shall be made in 2 equal installments, each being paid on the first pay day after the semester.

Sub pay during a preparation period shall be \$20.00 per hour provided the lesson plan is carried out. In lieu of sub pay, teachers may choose to accumulate "compensation time" to be used in 60-90 minute increments up to one (1) work day pending approval by the principal. Such "compensation time" may not be used to extend a scheduled holiday (any week day, Monday through Friday, during which teachers are not scheduled to report for their assignment).

ARTICLE XXI - SALARY - (continued)  
BYLAWS GOVERNING TEACHERS' SALARY SCHEDULE

- A. The salary schedule adopted is a part of this contract and all members of the teaching staff of the school district shall receive salaries in accordance with their schedule and these by-laws. None of these by-laws is retroactive.
- B. 1. Any professional development seminar offered by the Allegan County AESA, KRESA, Van Buren ISD, Berrien Springs ISD, Kent County ISD, or Bangor Public Schools shall automatically be approved by the Board.
2. Tuition Reimbursement
- Beginning with the fall semester of 2003, each teacher who earns additional hours of credit beyond the BA scale at an NCATE accredited college or university, shall be reimbursed at a sum not to exceed \$150 per credit hour earned. The total lifetime sum to be paid per individual for additional credit hours shall not exceed three thousand (\$3,000) dollars. Credit hours under this section must be taken in a field of study directly related to the teacher's assignment and must be approved in advance by the Superintendent. An official transcript of semester hour credits earned from the granting institution, indicating a grade of B or better, shall be submitted to the Superintendent's office or designee. In classes that are only offered as pass/fail, an official transcript of semester hour credits earned from the granting institution must indicate that the teacher received a pass grade in order to qualify for tuition reimbursement. Within forty-five (45) days of the submittal, the teacher shall be issued a check for reimbursement.
- C. A teacher entering the employ of the Board shall, upon recommendation of the Superintendent, receive up to full credit on the salary schedule if the experience occurred within ten (10) years preceding employment in the Bangor System. This section applies to Schedule "B" as well as Schedule "A".
- D. When it is determined by an Interviewing Committee consisting of teachers and administrators that there are no sufficiently qualified applicants for a vacant position the Board may, upon recommendation of the Superintendent, give credit on the salary schedule for up to five (5) years. This credit may be in addition to five (5) years of credit on the salary schedule for previous

ARTICLE XXI - SALARY - (continued)

experience if the experience occurred within ten (10) years preceding employment in the Bangor system. The maximum credit on the salary schedule will be ten (10) years.

E. Credit to a maximum of two (2) years shall be granted for military service after proof of employment as a teacher in a school district prior to military service.

F. Transfer from one salary schedule to another based on a newly earned degree is effective at the beginning of the school calendar year following the awarding of the degree.

G. Each teacher has the choice of the following pay periods:

- Twenty-One (21) pays
- Twenty-Six (26) pays
- Twenty-Six (26) pays with a lump sum payment of the remaining pay in the first pay in June following the last day of the teacher work year

This preference will remain in effect until a change is requested by the employee. This request must be made to the business office before July 1.

ARTICLE XXII  
DURATION

Duration of this contract shall normally be from August 25, 2009 to August 24, 2011.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HAND AND SEALS

BANGOR EDUCATION ASSOCIATION

BOARD OF EDUCATION OF  
BANGOR PUBLIC SCHOOLS

By \_\_\_\_\_  
President Date

By \_\_\_\_\_  
President Date

By \_\_\_\_\_  
Chief Negotiator Date

By \_\_\_\_\_  
Secretary Date

By \_\_\_\_\_  
V.B.C.E.A. Date

By \_\_\_\_\_  
Superintendent Date

**APPENDIX I**

**BANGOR PUBLIC SCHOOLS CALENDAR FOR 2009-10**

**(174 Student Days, 180 Teacher Days + 12 hours Flex PD)**

Teacher Work Day- .....	September 1, 2009
Teacher Work Day- PD 10-4, Dinner 4-5, Open House-All Buildings 5-7 pm.....	September 2, 2009
Teacher Work Day-Opening Activities 8-10, PD 10-12.....	September 3, 2009
No School.....	September 4, 2009
Labor Day-No School .....	September 8, 2009
First Day for Students.....	September 9, 2009
<b>First Marking Period Ends</b> .....	November 6, 2009
Fall Conferences-No Students-Teacher PD 8-12.....	November 8, 2009
No School.....	November 9, 2009
Thanksgiving Break-No School.....	November 26, 2009
Thanksgiving Break -No School.....	November 27, 2009
Winter Break- No School.....	December 21 through Jan. 1, 2010
<b>Second Marking Period/Semester Ends</b> .....	January 22, 2010
Teacher Professional Development- No Students.....	February 22, 2010
Spring Conferences Students AM only .....	March 25, 2010
No School.....	March 26, 2010
<b>Third Marking Period Ends</b> .....	April 1, 2010
Spring Break- No School.....	April 2-9, 2010
Memorial Day- No School.....	May 31, 2010
Students Last Day Students AM only .....	June 9, 2010

**APPENDIX II**

**BANGOR PUBLIC SCHOOLS CALENDAR FOR 2010-11**

**(174 Student Days, 181 Teacher Days + 6 hours Flex PD)**

Teacher Work Day-Opening Activities 8-10, PD 10-12, PD 1-3.....	August 30, 2010
Teacher Work Day.....	August 31, 2010
Teacher Work Day PD-10-4, Dinner 4-5	
Open House-All Buildings 5:00-7:00 p.m.....	September 1, 2010
Teacher Work Day-PD 8-12.....	September 2, 2010
No School.....	September 3, 2010
Labor Day-No School .....	September 6, 2010
First Day for Students.....	September 7, 2010
<b>First Marking Period Ends</b> .....	November 5, 2010
Fall Conferences-No Students-Teacher PD 8-12.....	November 11, 2010
No School.....	November 12, 2010
Thanksgiving Break-No School.....	November 25, 2010
Thanksgiving Break -No School.....	November 26, 2010
Winter Break- No School.....	December 20 through 31, 2010
<b>Second Marking Period/Semester Ends</b> .....	January 21, 2011
Teacher Professional Development- No Students.....	February 21, 2011
<b>Third Marking Period Ends</b> .....	March 24, 2011
Spring Conferences Students AM only .....	March 24, 2010
No School.....	March 25, 2011
Spring Break- No School.....	April 4-8, 2011
No School.....	April 22, 2011
Memorial Day- No School.....	May 30, 2011
Students Last Day Students AM only .....	June 8, 2011

**APPENDIX III**  
**LETTER OF UNDERSTANDING**  
**between the**  
**BANGOR BOARD OF EDUCATION**  
**and the**  
**VBCEA/BANGOR EDUCATION ASSOCIATION, MEA-NEA**

The below parties agree to the following concerning the MESSA abortion rider.

When it becomes clear according to State and Federal laws that the Board may pay for abortion coverage, the rider, which eliminates the abortion coverage, will be removed.

\_\_\_\_\_  
Bangor Board of Education Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bangor Education Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
VBCEA Representative

\_\_\_\_\_  
Date